

**REMARKS**

The present application includes claims 1-3, 5-7, 10-12, 14-17, 20, 28-30, 32-34, 37-38, 40-44 and 51-52. Claims 1-7, 10-23, 28-34, 37-38, 40-46 and 51-53 were rejected.

**Claim Rejections - 35 USC § 112, first paragraph**

Claims 10 and 37 were rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The Examiner asserts that the claims contain subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. The Examiner asserts that the specification fails to disclose "a remote terminal for transmitting processed communications data to a medical imaging system" or "receiving processed communications data at said medical imaging system from said remote terminal" as claimed.

However, the Applicant submits that the disclosure does in fact contain enabling disclosure such that one of skill in the art could make and/or use the invention including "a remote terminal for transmitting processed communications data to a medical imaging system" or "receiving processed communications data at said medical imaging system from said remote terminal". For example, as illustrated in Figure 1, information passes back and forth between the imaging system and remote terminal. Furthermore, paragraphs [0029], [0030], [0035], and [0036], among others, teach that processed data

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may be transmitted back to the imaging system from the remote terminal (and therefore received at the imaging system). For at least these reasons, the Applicant respectfully submits that the Examiner's rejection should be withdrawn.

Claim Rejections - 35 USC § 103

Claims 1-3, 5-7, 10-12, 14-17, 20, 28-30, 32-34, 37-38, 40-44, and 51-52 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Killcommons (U.S. Patent No. 6,424,996) in view of Balloni (U.S. Pat. App. Pub. No. 2004/0260790).

The Applicant refers the Examiner to and incorporates by reference, his response of February 15, 2007. As stated previously and echoed by the Examiner, Killcommons fails to teach or suggest many aspects of the independent and dependent claims of the present application. In acknowledgement, the Examiner has added Balloni to her analysis in an attempt to remedy the deficiencies of Killcommons with respect to the pending claims. However, the Applicant submits that Balloni is not prior art to the present application. Balloni and the present application are commonly owned by General Electric Company and its subsidiary GE Medical Systems Global Technology Company, LLC. Since the published application of Balloni (December 21, 2000) dates less than a year prior to the filing date of the present application (October 25, 2001), Balloni only qualifies as potential prior art under 35 U.S.C. 102(e). Since the applications are commonly owned, Balloni should not be treated as a prior art reference to the claims of the present application.

In light of this and the agreement that Killcommons fails to disclose many aspects of the pending claims, the Applicant respectfully submits that the pending claims 1-3, 5-7, 10-12, 14-17, 20, 28-30, 32-34, 37-38, 40-44, and 51-52 should be allowable.

For example, as previously discussed, Killcommons relates to a medical network system and method for transfer of information. That is, Killcommons describes transferring medical data from a modality 12 to a server 20 for storage, and subsequently transferring the stored medical data from the server 20 to a user unit 50 via an email package for viewing. Killcommons recites a combination of a server and a “browser enhancement module” for emailing medical images to a “user unit” (see, e.g., abstract).

Killcommons discusses assembling multimedia medical image data into an email for electronic mail communication to a user’s computer (Abstract). The data in the email is then extracted from the email to the user’s computer by the user’s computer and its browser enhancement module. The browser enhancement module is a “plug-in” or ActiveX control to enable a web browser to accommodate the multimedia image data (Abstract). The plug-in or ActiveX control at the user machine instructs the server on how to compile the email (Abstract). Thus, the user machine does not control the server to process image data but rather simply instructs the server to compile the processed image data into an email for transmission to the user machine (col. 5, lines 6-22).

Killcommons employs a server to gather data for an already-formed image into an email that is sent via an electronic mail program to a user computer to be extracted and stored on the local user’s machine (*see, e.g.*, col. 3, line 31 – col. 4, line 22 and col. 9,

line 42 – col. 10, line 57). The Killcommons system “pushes” the email data to the user’s local machine for viewing at the local machine. To that end, Killcommons assembles the image into an email for local storage.

As previously discussed, the server 20 and the user unit 50 of Killcommons are not capable of performing pre-processing functions or post-processing functions. Consequently, Killcommons is limited to packing/compressing and unpacking/decompressing processed medical data. That is, Killcommons only describes transferring processed medical data from a modality 12 to a server 20 for storage, and from the server 20 to a user unit 50 for viewing. While Killcommons discusses making image data DICOM compliant via a dicomizer 14, it does not disclose pre- and/or post-processing unprocessed image data at a remote terminal. Making the image data DICOM compliant simply indicates that the image data is transmitted in email messages formatted according to the DICOM standard. Thus, the DICOM format does not relate to image processing, and the dicomizer 14 does not process unprocessed data to form processed image data. Furthermore, the data is rendered DICOM compliant prior to storage at the server 20, rather than upon transmission to a remote terminal (col. 7, lines 44-51).

As stated by the Examiner, Killcommons does not teach a remote terminal sending commands to a medical imaging system, as recited in claim 1. Furthermore, as agreed by the Examiner, Killcommons does not teach a remote terminal for transmitting commands to the medical imaging system; and the medical imaging device receiving commands from the remote terminal, as recited in claim 7. Killcommons fails to teach

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the remote terminal for transmitting processed communications data to a medical imaging system and receiving unprocessed communications data from the medical imaging system, the remote terminal transmitting remote commands for execution at the medical imaging system with respect to processing of the communications data, as recited in claim 10. As stated by the Examiner, Killcommons does not teach imaging parameters being controlled by an operator at the remote terminal, as recited in claim 16. Further, Killcommons does not teach a remote console controlling imaging parameters at the remote imaging processor and relaying commands through the remote data processor to an imaging system, as recited in claim 20. Killcommons does not teach sending commands to image data processing from the remote terminal to the medical imaging system, as recited in claim 28. Killcommons does not teach a remote terminal for transmitting commands to the medical imaging system; and the medical imaging device receiving commands from the remote terminal, as recited in claim 34. Furthermore, Killcommons does not teach a remote terminal for transmitting commands to the medical imaging system; and the medical imaging device receiving commands from the remote terminal, as recited in claim 37. Killcommons fails to teach wherein the remote terminal processes the unprocessed medical information data according to imaging parameters and wherein the imaging parameters are controlled by an operator at the remote terminal, as recited in claim 43.

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The Applicant agrees that Killcommons fails to teach or suggest these and many other elements of pending claims 1-7, 10-23, 28-34, 37-38, 40-46 and 51-53 and submits that the pending claims should be allowable over the cited art of record.

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**CONCLUSION**

The Applicant respectfully submits that the application is in condition for allowance. If the Examiner has any questions or the Applicant can be of any assistance, the Examiner is invited and encouraged to contact the Applicant at the number below.

The Commissioner is authorized to charge any necessary fees or credit any overpayment to the Deposit Account of GTC, Account No. 070845.

Respectfully submitted,

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